

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
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Esteban Marquez,

Case No. 20-cv-5855

**AFFIDAVIT OF HARMINDER
SINGH**

Plaintiff,

-against-

Indian Taj, Inc. d/b/a Santoor Indian Restaurant,
Balvinder Singh, Harminder Singh, Joginder Singh,
Kirpal Singh and Mehanga Singh

Defendants.

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STATE OF TEXAS)

COUNTY OF HUNT)

HARMINDER SINGH being duly sworn, deposes and says:

1. I am a named defendant in the above-captioned action. Therefore, I am familiar with the following statements set forth herein.
2. I was not personally served with legal documents from the lawsuit. I was not aware of this lawsuit until my personal monies were restrained as a result of a judgement obtained against me.
3. My counsel advises me that the Plaintiff purportedly served me legal documents related to this case at 257-05 Union Turnpike, Glen Oaks, New York, the address of Santoor Restaurant on May 18, 2021.
4. I currently have no affiliation or connection to the restaurant. On August 21, 2020, I sold my 25% minority interest in the restaurant. It is not my place of business. No individual or owner of the restaurant had authority to accept service on my behalf.

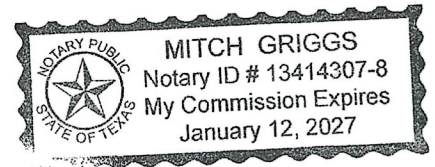
5. This judgement is unjust. The monies garnished by Plaintiff are from an account with my wife who has never had any connection or affiliation with the restaurant.
6. If I had known of this lawsuit, I would have retained counsel and responded to the complaint asserting that I no longer owned any interest in the restaurant. Upon learning of the reason for the garnishment, I retained counsel to respond and take steps to vacate the default judgement.
7. According to the affidavit of service, an alleged “co-worker” was served on my behalf. Not only do I not have an ownership interest in the restaurant, I am also not an employee.
8. I understand through counsel if I didn’t have an ownership interest, operate, manage or employed by the restaurant on May 18, 2021, the date of service that service was invalid and never properly made on me. As a result, I respectfully request that the Court grant the motion to vacate the default judgment for improper service so that I can appear, assert my rights and defend myself on the merits.
9. Had I been properly served, I would have provided this Court with proper documentation of the sale of my minority interest in the restaurant and request that all claims against me be dismissed.
10. According to the complaint, the allegations of wrongdoing began in 2005 and continued until 2018. I have no recollection of Mr. Marquez, the Plaintiff. Prior to the sale of my shares, in 2014, I had already relinquished all decision-making authority to Kirpall Singh through a Corporate Resolution which resolved that 'the members of the Corporation will allow the Kirpall Singh, as the majority shareholder to make all decisions on behalf of the Corporation. This resolution was signed by both myself and Kirpall Singh in 2014. (Ex. F annexed to Sabharwal Affirmation). The document entitled “Corporate Resolution” is not

dated but I believe it was signed sometime in May of 2014 as it was attached to four pages of documents filed with the New York State Department of Corporations and those were filed in May of 2014.

11. Furthermore, attempted service of the complaint took place almost three years after any claims arose and more than three years after I sold my interest in the restaurant. This length of time prohibits locating any records from that time period and is certainly beyond any time myself or the restaurant would be expected to maintain such records.
12. For the reasons cited above, I respectfully assert that I have not been properly served in this action and the default judgement against me should be vacated in its entirety. Since I sold my minority interest in 2020, a year before any attempted service, I respectfully request that all claims in this action be dismissed in their entirety.

Harminder Singh

Harminder Singh



Sworn and subscribed

Before me on February 14, 2025

[Signature]

Notary Public